

AGREEMENT OF THE
RANDY L. CAGLE TRUST

THIS AGREEMENT made this 28th day of October, 2009, by and between **RANDY L. CAGLE**, a resident of Shelby County, Tennessee, hereinafter referred to as "Grantor" or in the first person, and **RANDY L. CAGLE**, a resident of Shelby County, Tennessee, hereinafter referred to as "Trustee", for the formation of the "**RANDY L. CAGLE TRUST**".

1. **Declaration of Trust.** The Grantor, in consideration of the premises and consideration herein contained, has delivered to the Trustee the sum of One Hundred Dollars (\$100.00), the receipt of which is acknowledged, and Grantor may from time to time deliver additional properties to the Trustee, all of which the Trustee agrees to hold in trust and to administer and to distribute upon the terms and conditions and for the purposes hereinafter set forth. The Trustee shall hold, manage, invest and reinvest the properties comprising the trust, shall collect and receive the income therefrom, shall pay all necessary expenses incident to the administration of the trust, and shall distribute the net income from the trust properties as well as the trust properties themselves, all in accordance with the directions hereinafter contained.

2. **Trust Administration During Grantor's Life.**

a. **Distributions.** So long as the Grantor shall be living, the Trustee shall distribute such portions of the net income and principal of the trust to the Grantor or such other person or entities as Grantor shall, from time to time, direct or as the Trustee deems necessary or advisable for the support, maintenance and benefit of the Grantor.

b. **Trust Investments.** Subject to contrary directions by the Grantor, the Trustee is authorized to invest the trust properties as it deems advisable and will keep the Grantor advised on such matters, and the Trustee shall be fully protected in having acted in good faith without the prior consent of the Grantor.

c. **Control of Trust by Successor Trustee.** If, in the sole and absolute opinion of the Successor Trustee, the Grantor becomes mentally or physically incapable of managing his own affairs or the affairs of the Trust, then the Successor Trustee, shall, for so long as the debility continues, assume exclusive and sole control over the distribution, investment and reinvestment of trust properties in accordance with the powers herein granted to the Trustee and shall be protected in doing so, so long as such powers are exercised in good faith.

Prepared by:
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3. **Death of Grantor.** Upon the death of the Grantor:

a. **Specific Gifts.**

(1) I give to **KATIE L. CAGLE** my Saturn Sky automobile, free and clear of any debt.

(2) I give to **KATIE L. CAGLE** and **JUSTIN D. CAGLE** my home and lot located at 4168 Stillwater Cove, Memphis, Tennessee, free and clear of any debt.

(3) I give to **RANDY L. CAGLE, JR.** and **HOLLY CAGLE** the home and lot located at 59 N. Cooper, Memphis, Tennessee, free and clear of any debt.

(4) I give to **KIMBERLY CAGLE** the home, household furniture, furnishings and lot located at 9865 Joy Lynn Cove, Olive Branch, Mississippi, free and clear of any debt, together with cash in the amount of Eighty Thousand Dollars (\$80,000.00).

(5) I give my 1994 Honda Goldwing motorcycle and my Ruger .357 Magnum to **RANDY L. CAGLE, JR.**

(6) I give my 1972 Chevrolet Chevelle SS 454 to **JUSTIN D. CAGLE** and **KATIE L. CAGLE**, together with sufficient cash to complete its restoration at Memphis Collision Repair.

(7) I direct my Trustee to sell my 2006 Ford GT 40 with the net proceeds to be distributed equally among **STEVE PEAY, RANDY L. CAGLE, JR., KIMBERLY CAGLE, HOLLY M. CAGLE, JUSTIN D. CAGLE** and **KATIE L. CAGLE**.

(8) I give my eighty (80) shares of CON-LINK TRANSPORTATION CORPORATION as follows:

- (a) Nineteen (19) shares to **KATIE L. CAGLE**.
- (b) Nineteen (19) shares to **JUSTIN D. CAGLE**.
- (c) Nineteen (19) shares to **RANDY L. CAGLE, JR.**
- (d) Nineteen (19) shares to **HOLLY CAGLE**.
- (e) Four (4) shares to **KIMBERLY CAGLE**.

(9) I give my seventy (70) shares of CLINK CORPORATION or such other newly formed Arkansas corporation as follows:

- (a) Seventeen and one-half (17.5) shares to **KATIE L. CAGLE.**
(b) Seventeen and one-half (17.5) shares to **JUSTIN D. CAGLE.**
(c) Seventeen and one-half (17.5) shares to **RANDY L. CAGLE,**
JR.
(d) Seventeen and one-half (17.5) shares to **HOLLY CAGLE.**
- (10) I give my 1990 Isuzu Amigo to **EDWARD LEE, III.**
- (11) I give all of my tools to **JUSTIN D. CAGLE.**
- (12) I give my 1953 Juke Box to **JUSTIN D. CAGLE.**
- (13) I give the pool table and **JUSTIN's** bedroom furniture located at 9865 Joy Lynn Cove to **JUSTIN D. CAGLE.**
- (14) I give all other contents of my home at 4268 Stillwater to **KATIE L. CAGLE.**
- (15) I give my 2007 Ford Expedition to **JUSTIN D. CAGLE,** free and clear of any debt.
- (16) I give in equal shares to my children who survive me all other, equipment, family pictures, picture albums, books, guns, knives, ornaments and other articles of a purely domestic nature and all other clothing, and articles of a purely personal nature situated in or about 9865 Joy Lynn Cove (but not intending to include in this paragraph any money, stocks, bonds or other property of a commercial nature) owned by me or this Trust at the time of my death. My Trustee shall make an equal division of personal property among my children making allowance to the extent possible for the stated preferences of each of my children for particular items of property in making such equal division. However, the decision of my Trustee as to such equal distribution shall be final and binding. Any personal property not distributed in kind to my children shall be sold by my Trustee and the proceeds shall be added and administered as part of my residuary trust pursuant to paragraph 3.b. below.
- (17) I give Ten Thousand and No/100 Dollars (\$10,000) to each of my children who survive me.
- (18) I give to **KATIE L. CAGLE** the diamond solitaire ring set in a ten karat four prong setting containing the diamond given to me by my mother.

b. **Residuary Gifts.** After providing for those charges contained in Section 9 below, the Trustee shall hold, administer and distribute all of the rest, residue and remainder of the trust properties, including all lapsed legacies and devises, as follows:

(1) **Division into Shares.** My Trustee shall divide the trust property into equal shares so as to provide one share for each of my then living children and one share for each deceased child of mine who shall have left issue then living, per stirpes. The Trustee's judgment, in this regard, shall not be subject to question by anyone, so long as such decision is made in good faith. Each share as then constituted shall be accounted for separately, but may be combined for investment purposes.

(2) **Distribution of Income and Principal.** After division into shares as set forth above, the Trustee shall pay to or apply for the benefit of the beneficiaries so much of the net income (all of the net income in the case of a beneficiary who has attained twenty-one (21) years of age) and so much of the principal from his or her respective share of this trust as in the sole discretion of the Trustee is determined to be needed for each beneficiary's health, education, maintenance and support after first taking into consideration any other income or resource of each such beneficiary known to the Trustee.

(3) **Termination.** After division into shares as set forth above, when each beneficiary attains the age of twenty-five (25) years, the Trustee shall distribute to such beneficiary one-half ($\frac{1}{2}$) of the undistributed balance of his or her share outright and free of trust. When each beneficiary attains the age of thirty (30) years, the Trustee shall distribute to such beneficiary the undistributed balance of his or her share outright and free of trust. If a beneficiary shall die prior to the termination of his or her share of this trust, then such beneficiary's share shall terminate, and such beneficiary's share shall, subject to the provisions of paragraph (4) below, be distributed in equal parts, per stirpes, to the then living issue of such beneficiary, or if no issue is then living, then in equal shares to such deceased beneficiary's brothers and sisters, but if there be none, then equally to my other children if then living, or to their issue, per stirpes, if they shall not be living at that time.

(4) **Distribution After Termination.** In the event that pursuant to the second sentence of paragraph (3) above any amount becomes distributable to a beneficiary prior to him or her attaining the age of thirty (30) years, the Trustee shall retain that property in trust for such beneficiary and hold that beneficiary's share and distribute it according to the provisions of paragraphs (2), (3) and (4) of this Section of this Trust.

(5) **Limitation on Distributions.** Notwithstanding the ages of outright distribution set forth in paragraphs (3) and (4) above and paragraph (6) below, in the event that the Trustee, in the Trustee's sole and absolute judgment, determines that a beneficiary is subject to drug or alcohol abuse, not making reasonable progress towards a degree (if a student), not gainfully occupied, does not show sufficient maturity to receive the distribution, or any other circumstance exists which would not make an outright distribution to such beneficiary appropriate, the Trustee may withhold the distribution until age forty (40) at which time the assets withheld will be distributed. Provided, however, the distribution may be withheld indefinitely in the event of mental illness or other similar situations. It is my intention that the Trustee have broad latitude in making this determination and, absent bad faith, the determination shall be final and conclusive and not subject to judicial review.

(6) In the event that all of the beneficiaries under paragraph b(1) of this Section of my Trust have attained the age of thirty (30) years at the time of my death, my Trustee shall distribute each beneficiary's share to him or her outright and free of trust.

4. **Spendthrift Provisions.** The interests of beneficiaries in principal or income of any trust created hereunder shall not be subject to claims of their creditors or others, nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered except as herein provided. Any bequests contained herein for any married beneficiary shall be for such beneficiary's sole and separate use, free from the debts, contracts and control of any spouse such beneficiary may ever have.

5. **Law Against Perpetuities.** Having in mind the rule against perpetuities, the Grantor directs that each share created under this Trust, except such shares as have heretofore vested in compliance with such rule of law, shall end, unless sooner terminated under other provisions of this Trust, twenty-one (21) years after the death of the last survivor of such of the beneficiaries hereunder as are living at the time of the Grantor's death; and thereupon, that the property held in trust shall be distributed free of all trust to the persons then entitled to receive the income therefrom, in the proportions in which they are then entitled to receive such income.

6. **Trustee.** **RANDY L. CAGLE** shall serve as Trustee of any and all trusts created hereunder. In the event that **RANDY L. CAGLE** is unable or unwilling to serve, or to continue to serve, as Trustee hereunder, then **STEVE PEAY** shall serve as Successor Trustee, but if **STEVE PEAY** is unable or unwilling to serve, or to continue to serve in that capacity, then **BRIGHTON BANK**, shall serve as Successor Trustee. Any successor Trustee appointed hereunder shall have all the powers, privileges and immunities as are herein granted to the originally named Trustee.

In the event that **BRIGHTON BANK** shall be merged or otherwise consolidated into a successor organization which continues the banking business and a trust department, such successor organization shall have all the powers, privileges and immunities as are herein granted to the said **BRIGHTON BANK**.

7. **Powers, Duties and Privileges of the Trustee.** Except as limited in Section 2(b) herein, the Trustee shall have the right to exercise the following powers and privileges:

a. The Trustee shall have the right to exercise all those powers authorized to trustees under the provisions of § 35-50-110 of the Tennessee Code Annotated and all amendments thereto and same are expressly referred to and incorporated herein by this reference.

b. If at any time the Trustee shall have reasonable doubt as to his power, authority or duty in the administration of the trust herein created, it shall be lawful for the Trustee to obtain the advice and counsel of reputable legal counsel without resorting to the courts for instructions; and the Trustee shall be absolved from all liability and damage or detriment to the trust estate by reason of anything done, suffered or omitted pursuant to advice of said counsel given and obtained in good faith, provided that nothing contained herein shall be construed to prohibit or prevent the Trustee in all proper cases from applying to a court of competent jurisdiction for instructions in the administration of the trust in lieu of obtaining advice of counsel.

c. It shall be lawful for the Trustee to apply any sum or transfer any property that is payable to or for the benefit of any person, who in the judgment of the Trustee is incapable of making proper disposition thereof, by payments in discharge of the costs and expenses of providing health care, educating, maintaining and supporting said beneficiary, or to make payment or transfer to anyone with whom said beneficiary resides or who has the care or custody of the beneficiary, temporarily or permanently, all without intervention of any guardian or like fiduciary. The receipt of anyone to whom payment or transfer is so authorized to be made shall be a complete discharge of the Trustee without obligation on his part to see to the further application thereof, and without regard to other resources that the beneficiary may have or the duty of any other person to support the beneficiary.

d. The Trustee shall not be required to give any bond or security with respect to the duties required of the Trustee hereunder.

e. Upon demand, the Trustee shall prepare and deliver to each adult beneficiary, or the person who has the care or custody of any minor or incompetent beneficiary, a written report showing all receipts and disbursements of both principal and income not previously reported, and a brief description of the securities and properties in which the principal of the particular trust estate is then invested.

f. Any corporate Trustee shall be entitled to receive compensation for the performance of its functions hereunder in accordance with its published schedule of fees in effect from time to time during the period over which its services are performed, without reduction for any fees or other compensation paid to an affiliate which may be acting as investment advisor to the corporate Trustee.

g. Any Trustee or Successor Trustee may resign at any time by delivering written notice to each beneficiary then entitled to receive or have the benefit of the income from the Trust.

h. At any time, a majority of the then current adult beneficiaries of any trust hereunder may remove any Trustee, with or without cause, and replace it with a successor or replace any Trustee that has resigned, provided however, such appointed successor must be a bank or trust company possessing trust powers and having trust assets under administration in excess of One Hundred Million Dollars (\$100,000,000).

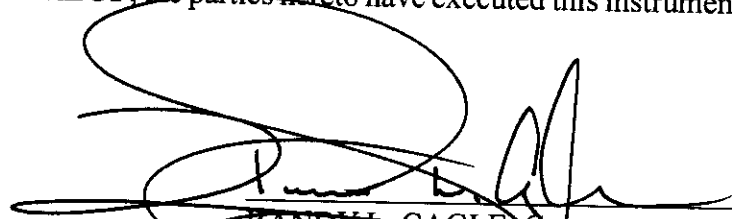
8. **Interpretation of Instrument.** This Trust has been accepted by the Trustee and will be administered in the State of Tennessee, and the validity and the construction of the trust and all rights thereunder shall be governed by the laws of that state. For purposes of this trust, adopted children shall be treated the same as natural children. If any provisions of this Agreement are unenforceable, the remaining provisions shall nevertheless be carried into effect.

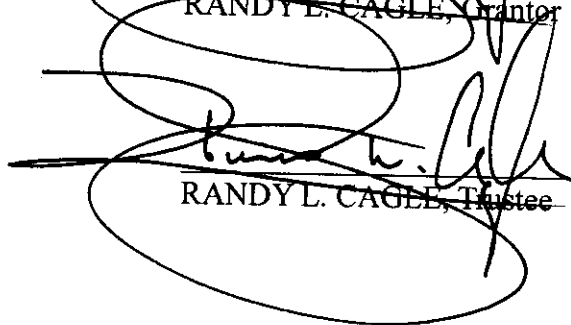
9. **Estate Expenses and Taxes.** If any inheritance, succession, estate and/or death taxes become due as the result of the death of the Grantor, other than taxes levied on the Grantor's estate by reason of the existence of trusts not created by the Grantor, the Trustee is directed to pay all such taxes out of the principal of the trust created hereunder so that the probate estate of the Grantor will not be diminished in any way by reason of such taxes. The Trustee is further directed to pay out of the principal of the trust created hereunder the funeral expenses of the Grantor as well as all matured debts owed by the Grantor or accrued against him at the time of his death and all of the reasonable costs and expenses of the administration of the estate of the Grantor so that the probate estate of the Grantor will not be diminished in any way by reason of such debts, costs and expenses. All payments authorized and directed to be made by the Trustee by virtue of this Section of this trust instrument may be made to or through the duly appointed and acting personal representative of the estate of the Grantor or directly by the Trustee to the respective payee to whom any such payment is due. In the event that the proceeds of any life insurance policy insuring the life of the Grantor become payable to the Trustee, the Trustee, in the Trustee's sole and absolute discretion, may use such proceeds to pay the aforementioned taxes, costs and debts to the extent the Trustee deems it advisable and the balance of such proceeds shall be held, administered and distributed pursuant to Section 3 hereof.

10. **Contest.** Should any beneficiary contest the validity of any provision of this Trust or my Will, or attempt to alter or change any of the provisions hereof or thereof, said beneficiary shall be thereby deprived of any beneficial interest under this Trust or my Will and said beneficiary shall be treated as if he or she predeceased me.

11. **Revocability.** Subject to the provisions of Section 2(c), this Trust shall be revocable during the lifetime of the Grantor, and the Grantor hereby retains the express right to amend or revoke the trust by serving written notice thereof upon the Trustee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.


 RANDY L. CAGLE, Grantor

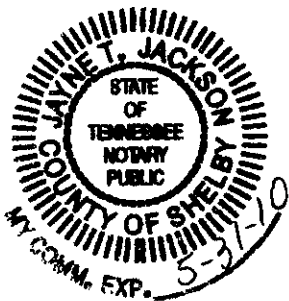

 RANDY L. CAGLE, Trustee

STATE OF TENNESSEE

COUNTY OF SHELBY

On this 28th day of October, 2009, before me, the undersigned Notary Public within and for said County and State, duly commissioned and qualified, personally appeared **RANDY L. CAGLE**, to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged that he executed and delivered same as his free act and deed and for the purposes therein contained.

WITNESS my hand and Notarial Seal at Memphis, in the County aforesaid, on the day and year first above written.




 NOTARY PUBLIC